

AGREEMENT

BETWEEN

UP TO DATE LAUNDRY, INC.

AND

MID-ATLANTIC REGIONAL JOINT BOARD, UNITE

JUNE 25, 2001 - JUNE 24, 2004

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AGREEMENT

This Agreement, made and entered into this 20th day of June, 2001, by and between UP
TO DATE LAUNDRY, INC. hereinafter referred to as the "Company", and the MID-
ATLANTIC REGIONAL JOINT BOARD, UNITE, hereinafter referred to as the "Union".

PREAMBLE

It is the aim and purpose of this Agreement to assure industrial peace and efficient,
economical and profitable production, enabling the employees and the Company to provide, so
far as economic conditions may permit, security and continuity of employment. Therefore, the
Company and the Union should have a common and sympathetic interest in the industry, a
working system and harmonious relations which are necessary to improve the relationship
between the Company, and the Union, the employees, the customers, and the public.

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ARTICLE 1.**RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time production and maintenance employees, including truck drivers, employed by the Company at the 1221 DeSoto Road, Baltimore, MD facility; but excluding office clericals, professionals, guards and supervisors as defined in the Act.

ARTICLE 2.**UNION SECURITY**

1. Membership in the Union on and after the 30th day following the beginning of employment of each employee or following the execution date of this Agreement, whichever is the later, shall be required as a condition of employment.
2. All employees who are now members or hereafter become members of the Union must remain in good standing during the term of this Agreement as a condition of employment.
3. The Company shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership.
4. The Company shall notify the Union of the new employees hired within thirty (30) days of their hire.

The Company shall send the Union the names of all employees who have left their employment during any week. Such notification shall be sent within fourteen (14) calendar days of such termination.

ARTICLE 3.**UNION DEDUCTIONS****Section 1.**

The Employer shall deduct from the wages of its employees upon written authorization of the employees, Union dues and initiation fees. The amounts deducted following such authorization shall be transmitted promptly at monthly intervals to the properly designated officials of the Union, together with a list of the names of the employees from whom the deductions were made on forms to be provided by the Union.

Section 2.

The Company shall deduct and transmit to the treasurer of UNITE - Political Action Committee the amount specified for each week worked from the wages of those employees who voluntarily authorize such contributions at least 14 days prior to the next scheduled pay period, on the forms provided for that purpose by the UNITE - Political Action Committee. These transmittals shall occur no later than the thirtieth (30th) day of the following month, and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Section 3.

The Company agrees to provide voluntary payroll deductions for Union members to participate in various benefit programs such as workers' life insurance and credit unions sponsored by UNITE. The Company agrees that it will deduct and forward to the various plans those monies which Union members have authorized in writing to be deducted for their participation in the plan.

Section 4.

The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment as provided for in Sections 1 and 4.

Section 5.

No obligation is herein assumed by the Company other than to make and pay the deductions for the earnings of Union employees in the manner above provided, as an accommodation to the Union, and the Company is hereby discharged of any obligation to settle disputes between its employees and the Union concerning the amounts of such deductions of a service charge as provided in Section 1.

ARTICLE 4.

MANAGEMENT RIGHTS

1. It is mutually agreed that, except as limited by the provisions of this Agreement, the Company has and will retain the exclusive right and power to manage its plant, including, but not limited to, the right to hire, discharge or discipline for just cause, to assign or transfer its

employees, to decide the products and services to be provided, the methods and schedules of production and service including the means and process of production and services to plan, direct, control, increase, decrease, or diminish operations in whole or in part, to increase or change production or service work equipment; to sell, close, or remove any branch or facility, to transfer work; to change equipment, methods, facilities, areas of production or service, types of production or service; to introduce new methods, products, techniques, and/or equipment; to change or discontinue any procedure used in connection with production or service; to add or reduce the number of shifts; to change the work schedules and/or the number of overtime hours to be worked; to determine the number of employees that it shall employ at any time or in any job classifications; to determine the job duties and responsibilities of any job classification; to determine the qualifications necessary to any of the jobs its shall have or may create in the future; to adopt, modify, change and enforce reasonable safety and plant work rules; to establish reasonable production and performance standards; to install or modify piece rates; change hourly paid jobs to piece rate or piece rate to hourly pay; to, in its discretion, assign or reassign work duties both of regular and overtime work in accordance with its determination of the needs of respective jobs and operations; to determine the identity and selection of any carrier, trustee, or administrator including the method of funding thereof for benefits provided under any Company administered benefit plan; and to perform all other functions inherent in the administration and/or management of the business.

2. It is agreed that the above listed reserved management rights, shall not be impaired by an arbitration award under Article 22.

influence or the possession of alcoholic beverages while on duty or on the Company's premises, the use or possession of narcotics or unlawful substances while on duty or on the Company's premises.

5. Work performance warning notices are not to be used in conjunction with other non-work performance-related warning notices and will be given within two (2) working days of the action necessitating the discipline.

6. Any employee disciplined for violation of the Company rules shall have a right to bring a grievance under the Grievance Procedure provided in this Agreement. It is agreed that at all times employees will observe the rules of the Company and the directions of its supervisors. If an employee feels aggrieved as a result of the rule, or direction, he/she will observe the rule and direction and express his/her grievance through the Grievance Procedure provided in this Agreement.

7. Upon the effective date of this Agreement, all disciplinary warnings and all occurrences related to absenteeism shall be voided.

ARTICLE 6.

HOURS OF WORK

1. (a) A normal work week shall consist of forty (40) hours, excluding holiday weeks, in four (4) days or five (5) days, and thirty-two (32) hours in a holiday week. There shall be two (2) ten (10) minute breaks per day provided no employee shall work longer than three (3) hours without a

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ARTICLE 5.

DISCHARGE AND DISCIPLINARY ACTION

1. No employee will be disciplined or discharged except for just cause. The Company will, within three (3) working days, advise the Union in writing of any discipline or discharge. In the event the Union claims the discipline or discharge is unjust, the grievance may be referred directly to Step 3 of the grievance procedure within ten (10) working days of the occurrence of the dispute. If an employee is found to have been discharged or disciplined without just cause such employees shall be reinstated with or without pay for lost time and with full seniority.

2. Employees shall receive copies of all written warnings (with a copy to the Union) within five (5) working days of the action that necessitated the discipline.

3. Disciplinary Meetings: Any employee who is required to attend a disciplinary interview or investigation that might lead to discipline, shall have the right to have a Union Representative accompany him. Written warnings issued to employees will become void after one (1) year from date issued and may not be used as a basis for discharge or disciplinary action after becoming void.

4. Written Warning Procedure: Upon receipt of a fifth (5th) written warning, the employee may be subject to immediate discharge except in those disciplinary situations where the circumstances and or the type of offense are such that discharge without prior warning is appropriate. Such extraordinary situations include, but are not limited to: theft, gross insubordination, fighting, willful destruction of Company property, drinking or being under the

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Agreement.

- (d) Nothing contained herein shall in any way limit the Company's right to fix the actual work time in any day or week or to require work on days of rest or holidays with the exception of Christmas Day as long as the provisions for overtime as set forth in the Agreement are observed and provided the employees are notified no later than noon on Friday of the week before the holiday.
- (e) Any employee required to standby on the Company's premises shall be paid their regular rate of pay for the standby time.
- (f) Once a work week has begun, employees with one (1) or more years of seniority will not have their work week reduced for the work scheduled in that work week except in the case of emergency as described in paragraphs 1, section K, and 2, of this Article. It is further agreed that the work crew can be reduced on a voluntary basis, or the work schedule can be reduced for employees under one (1) year seniority, at any time during the work week.
- (g) Nothing covered in this Article is to prevent the Company and the Union from working out a different schedule if mutually agreed to by both parties.
- (h) Notice of any change in reporting hours shall be posted in every department the previous day to which the change is to be made. Changes

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break (lunch will be counted as a break). It is the intent that any employee required to work more than one (1) hour over his/her regular shift shall receive an additional break at the end of his/her regular shift. Rest periods shall be considered as time worked.

There shall be a lunch period of not more than thirty (30) minutes each day for the

employees covered by this Agreement, which shall not be considered as part of the employee's working time.

Hours to be worked per day per week shall be determined by the Company.

In the event the normal scheduled work week of the plant is changed, employees shall be provided a one (1) week notice. Each employee shall be assigned at least two (2) days of rest.

- (a) Employees shall be paid for hours worked at straight time rate of pay. Any employee required to work more than forty (40) hours in any one week shall be compensated for the additional time worked at the rate of one and one-half (1½) times the regular rate of pay.

- (b) No employee shall be required by the Company to leave early solely for the purpose of circumventing payment for overtime hours worked; however, the practice of permitting personnel off on a voluntary basis shall be in effect when business conditions allow.

- (c) There shall be no duplicating or pyramiding in computing premium pay and/or overtime pay, and the same hours shall not be used twice in computing premium and/or overtime pay under any provisions of the

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in closing time must be posted daily stating quitting time not later than fifteen (15) minutes before lunch period on the day of occurrence, or in the case of emergency (such as equipment break down, power failure or similar emergencies), as soon as possible.

- (i) When the Company requires overtime work in a department or plant, employees shall not be required to work more than two hours in addition to their regular scheduled work day. However, the employees who work in that department or on that operation in the plant where the overtime is required, will be required to work. If additional employees are needed, they will be selected by seniority from a voluntary daily overtime list posted in the plant. If sufficient volunteers are not available, the overtime work shall be assigned to the least-senior qualified employee in the plant. Overtime work on the second day of rest for employees working a 5-day work schedule shall be on a voluntary only and overtime work on the third day of rest for employees working a 4-day work schedule shall be voluntary.

2. Reporting Pay: Any employee who has not been notified by bulletin board announcement posted prior to the end of his or her previously scheduled shift or otherwise notified not less than two hours prior to his/her next regular shift and who nevertheless reported to work on time for that shift, shall be guaranteed four hours consecutive work during such shift or receive four straight time hours of pay (which pay shall not be counted as time worked for the

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purpose of computing overtime) provided: the employee or the responsible member of his/her family can be reached unless the Company is prevented from providing notice due to fire, flood, disaster, or other acts of Nature.

3. Call-in Pay: Employees who are called in to work during hours not contiguous with their regular shift or schedule shall be provided four (4) hours work or in the alternative pay.

ARTICLE 7.

PART-TIME AND TEMPORARY EMPLOYEES

1. Part-time Employees: The parties recognize the need to allow the Company the freedom to grow and expand its production capacity. In order to achieve this goal and result, the Company may hire a limited number of part-time employees with limited hours of work and limited benefits until, after completion of their probationary period, they successfully bid for a job providing full benefits. : Benefits for part-time employees are as follows:
- (a) Part time employees who work at least twenty (20) hours per week on a regular basis will be eligible for the following benefits and no other benefit after the completion of their probationary period:

Holidays:	Four (4) hours pay at the straight time rate
Vacations:	One week after one year of service paid at twenty (20) hours at the straight time rate. Each day paid at four hours at the straight time rate.

- (b) The part-time employee who works thirty (30) hours per week for sixteen (16) weeks at which time the employee will be entitled to full benefits.

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(c) It is not the intent of this clause to allow the Company to replace full-time jobs with part-time jobs.

2. Temporary Employees: The Company will make efforts to avoid the hiring of temporary employees; however, there may be circumstances where the use of temporary employees is necessary for continued operations. In the event of any layoff or short time hours, all temporary employees will be released before any qualified regular employees are laid off or work short time hours. No temporary employees will be hired while there are regular qualified employees on layoff.

ARTICLE 8.

HOLIDAYS

1. a) Employees under the jurisdiction of this Agreement, who qualify shall receive the following holidays:

New Year's Day	Christmas Day
Fourth of July	Floating holiday
Labor Day	Floating holiday
Thanksgiving	

b) In addition to the holidays set forth in

Section 1(a), employees covered by this collective bargaining agreement shall also receive one (1) additional day off with pay each year in remembrance of Martin Luther King, Jr. Such Day of Remembrance shall be granted on the day requested by the employee

provided:

- (i) Employees who are eligible for this Day of Remembrance shall advise the Company by January 1 of each year of the day they desire to be off during the year. The Company will grant the requested day off in accordance with seniority based on the number of employees the Company determines it can allow off on any particular day.
- (ii) Employees may request the Day of Remembrance after January 1 providing the employee gives at least two (2) weeks notice prior to the requested date and the Company will grant the requested day off in accordance with seniority based on the number of employees the Company determines it can allow off on any particular day.
- (iii) However, in the event there are excessive requests for the same day, those employees who requested the day off by January 1 shall have priority over those who made the request after January 1 regardless of the seniority of the employees involved.
- (iv) That such Day of Remembrance shall not be taken during a holiday week.

2. (a) Eligible employees shall receive eight (8) hours holiday pay for each holiday, whether or not the employee is scheduled to work or actually works on the holiday.
- (b) Employees who work on the holiday shall receive their regular hourly pay in addition to holiday pay. Such employees shall be guaranteed, provided the employee works all the scheduled hours that day, a minimum of at least eight (8) hours of work.
- (c) Holiday pay is counted as eight (8) hours worked for overtime purposes if, but only if, an employee does not work on a holiday which falls on a regularly scheduled work day for the employee.
3. For an employee to be eligible for holiday pay benefits, the employee must:
 - (a) Have been employed for sixty (60) calendar days or more
 - (b) Not absent themselves on any of the work days in the payroll week in which the holiday occurs, except due to illness or leave of absence. To be eligible for holiday pay they must work at least part of the payroll week in which the holiday occurs. Employees requesting permission to be absent shall give the supervisor the reason for their request.
 - (c) Work on the first day of rest before or the first day of rest after the holiday, if required shall be considered as a normal work week day. All such work will be paid the regular rate of pay. These hours are not to be added to the work week hours for the purpose of computing overtime. Only one first

day of rest may be designated as a normal work week day and must be posted.

- (d) If a contractual holiday falls on a Sunday, at the Company's option, Monday may be observed as the holiday.
- (e) There shall be no work performed on Christmas Day unless an emergency exists.
4. Floating holiday selection shall be by prior agreement between employee and supervisor. Seniority shall prevail in cases of conflicting interest. In the event the employee chooses to use a floating holiday for a work day when absent due to illness, no prior agreement shall be required. In no event can a floating holiday for illness on a work day be required. In no event can a floating holiday for illness on a work day be used during a work day scheduled in a holiday week including the first day of rest designated as a normal work week day.

ARTICLE 9.

VOTING

The Company and the Union agree that it is important and proper for all employees eligible to vote be permitted to do so. Therefore, the Company agrees that on election days employees will be permitted time off to vote at times to be convenient and to the best interest of those involved.

ARTICLE 10.

UNION ACTIVITY

1. STEWARDS: It is hereby agreed that the Union may have duly accredited representatives to be known as "Stewards" in each plant, to be selected by the Union.

(a) There shall be no more than one (1) steward for each first line supervisor and at least one (1) steward per shift. The Union will notify the Company in writing, the names of the persons selected as stewards.

(b) It shall be the duty of the stewards to attempt to best the their ability to see that the terms, provisions and intentions of the Agreement are carried out and further to handle with provisions of the Article 22 (Grievance Procedure) such grievances as are referred to them. To accomplish these duties, it is agreed that they will cooperate with management to the fullest extent

(c) It is further agreed that stewards will, before leaving their regularly assigned work to perform such Union duties as specified herein, secure the permission of their appropriate Supervisor or Plant Manager. Such permission shall not be unreasonably denied.

(d) The Company agrees that there shall be no discrimination against stewards.

2. UNION ORIENTATION At the time a new employee subject to this Agreement is hired, the Company shall notify said employee that the Company recognizes and is in contractual relations with the Union. The Company agrees to introduce the Steward to all new hires at the time of hire. In addition, all new employees shall be entitled to receive a fifteen (15)

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minute orientation provided by a Union representative as scheduled by the Company.

3. UNION REPRESENTATIVE VISITING BRANCH The Business Agent or duly designated representatives of the Union shall be allowed to visit the Company upon prior notice at any time during working hours. While in production areas the Union representatives may be accompanied by a representative of the Company and shall not unduly interfere with the production process.

The Company shall, if possible, make available to the Union non-work areas in order for the Union to hold meetings with employees during non-work time.

4. UNION BULLETIN BOARD: The Company shall provide one (1) bulletin board for the exclusive use of the Union which shall be placed in the lunchroom or in a place to be mutually agreed upon by the parties. Union notices stating the time and place of Union meetings, Union elections, results of Union elections and appointments, Union social affairs and Union dues may be posted upon the Union bulletin board. No notice shall contain any political or controversial matter or any matter reflecting upon the Company the Union or any employees.

ARTICLE 11.

ETHNIC DIVERSITY AND CULTURAL ISSUES

The parties recognize that many recent immigrant workers are employed by the Company, and are a vital element to the success of the facility. While English is the language of the workplace, the Company recognizes the right of employees to use the language of their choice amongst themselves.

The Company is committed to improve its ability to communicate with employees who

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do not communicate in English. To that end the Company agrees:

It will, within a reasonable period of time, provide training materials, program announcements, and bulletin board notices where practical, to communicate in the principal languages of its employees.

The Company agrees to cooperate with the Union in the development and administration of an English speaking program. The program will incorporate material that will help employees to meet citizenship test requirements as well as material to help them with work-related terms and conditions. It will be conducted on Company premises, providing there is adequate participation, but will not be paid time.

Where there is a communication difficulty with a particular employee, on request the Company will provide a translator to facilitate communications.

ARTICLE 12.

HEALTH AND SAFETY

1. General

The Company shall make reasonable provisions to assure the safety and health of its employees during their hours of work. The Union agrees to cooperate with the Company to ensure that all supervisors and employees comply with such reasonable rules, regulations and practices as may be necessary to provide safe, sanitary, and healthful working conditions.

Both the Union and the Company recognize that there are specific obligations under Federal, State and local standards or guidelines including those addressing hazard communications, lockout/tagout, and bloodborne pathogens. Employees shall be provided with

applicable safety and health information.

2. Protective Equipment

The Company shall make available appropriate personal protective equipment at no cost to the employee except in situations involving intentional damage or negligence. Appropriate respiratory protection will be made available to all continuous roller towel employees.

3. Protection from Heat Stress

The Company shall provide an adequate number of clean drinking fountains or bottles with cool water and clean cups to allow easy access by employees for frequent drinking. In hot environments the Company shall provide a drink supplement (Gatorade) in adequate quantities to last all day. The Company shall take all reasonable measures to review reducing heat exposure including exhaust ventilation, fans, air cooling, coverage of steam and other hot equipment, reduced workloads and rest breaks and will consider any recommendations provided by the Safety and Health Committee.

4. Ergonomics Program

The Company shall establish an ergonomics program in an attempt to prevent back and shoulder injuries and repetitive strain disorders.

5. Sanitation

Restrooms shall include appropriate lighting, mirrors, floor mats and will be stocked with all necessities. The restrooms will be kept free of clutter and maintained in a sanitary condition. The rest rooms will be open during working hours, lunch and rest periods, unless temporarily closing is necessary for repair, cleaning, or remodeling. Hand- washing facilities will be made

accessible to employees. Employees shall cooperate in maintaining sanitary conditions.

6. Protection from Bloodborne Pathogens:

- a) Protective Equipment For employees with potential occupational exposure, such as skin contact, to blood or other potentially infectious materials, the Company shall provide, appropriate personal protective equipment. This shall include (but is not limited to) gloves, gowns, coats, face shields or masks and eye protection. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's clothes, skin, eyes, or mouth, under normal conditions of use. The Company shall repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee, except in cases of intentional damage or negligence. Disposable (single use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.
- b) Vaccinations The Company shall offer the Hepatitis B vaccination series to all employees with potential occupational exposure to blood within ten (10) working days of initial assignment, unless the employee has previously received the complete Hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is

contraindicated for medical reasons.

7. On-the-Job Injury

All injuries no matter how minor must be reported by the employee to his/her immediate supervisor, immediately upon occurrence.

If an employee sustains a visible to the eye injury on-the-job, such as cuts, bruises, broken bones, burns, and said injury is properly reported, the Company will pay the employee, once the employee has qualified for Worker's Compensation, the difference between Worker's Compensation payments and their contract rate for the employee's normally scheduled work week for a period not to exceed sixty (60) calendar days or until released by the physician for work, whichever occurrence comes first.

8. Joint Safety and Health Committee

A Joint Safety and Health Committee ("Committee") will be established by the Company and the Union, composed of three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Company. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. The Plant Safety Officer or his/her designee will coordinate the meetings of the Committee; set agenda with input from members; assist with resources and technical assistance; and closely monitor all documentation including meeting minutes, activities and committee recommendations to ensure appropriateness, effective resolution, and compliance with applicable laws, regulations, code provisions, policies and/or procedures. This Committee shall meet at least once a month and will make a monthly plant safety tour. Additionally,

end of such contract year.

2. **Bereavement Pay:** Employees shall be granted, provided proper documentation is given and funeral occurs during a normal scheduled work week, three (3) working days off at straight time rate for hours of scheduled work for the purpose of attending and/or assisting in funeral arrangements for a member of the immediate family, the calendar week or succeeding week in which the funeral occurs. The immediate family shall be the Employee's spouse, children, mother, father, brothers, sisters and grandparents and grandchildren. An employee shall be granted such leave provided the employee has been employed continuously for one (1) year.
3. **Jury Duty:** If an employee is summoned to serve on the jury on his regular scheduled work day, he shall receive the difference in his regular rate of pay and the amount received for jury duty. In order to be eligible for this compensation, the employee shall furnish to the Company a written statement from the court clerk showing he was summoned and also the amount received for jury duty.

4. **Union Business:** The Company agrees to grant the necessary time off without discrimination and with pay to any one employee designated by the Union to attend the United Convention (5 days every 4 years) and to attend a UNITE! Regional Meeting (2 days per year). The Union will provide the Company one (1) week's notice in each instance. The Company will further provide unpaid leave to an additional employee or employees to attend such conventions or regional meetings as the Company determines its business requirements reasonably allow.

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members shall become familiar with production processes and working conditions and will make recommendations to management to improve safety and health in the workplace. The Company will consider all the recommendations from the Committee in good faith.

9. Safety and Health Related Training:

The Company shall provide job safety and health related training as required by Federal, State, and Local regulations. Such training shall take place at intervals that comply with the applicable regulation or standard.

ARTICLE 13.

MISCELLANEOUS

PRINTING/TRANSLATION OF AGREEMENT

The Company and Union shall bear equally the cost of the printing and translation of this Agreement in English and Spanish.

ARTICLE 14.

PAID LEAVE

1. **Sick Days** Each full time employee who has completed his/her probationary period shall be entitled to one (1) paid sick day during each contract year beginning on the effective date of the labor agreement. (A second paid sick day per contract year shall be effective beginning with the second year of the contract). A paid sick day shall not count as hours worked for eligibility for overtime pay. Sick leave shall not be accumulated from one (1) year to the next year. Unused sick leave shall be paid to employee in the first pay period after

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ARTICLE 15.

SENIORITY

Definition: Seniority shall be defined as length of continuous service with the Company.

Seniority rights shall be exercised as provided for in this Article.

1. The seniority of an employee shall accumulate during the course of his employment as prescribed in the following regulations:

- (a) Each new employee shall have a sixty (60) day probationary period. The discharge of a probationary employee during the probationary period is not a matter of grievance. Upon completion of the probationary period, seniority shall date from the last date hired.

- (b) Any employee reporting for military service of our country shall retain his seniority during absence in accordance with applicable federal law.

2. (a) In the event of a reduction of the working force the employee within the department with the least seniority shall be cut back first. Any employee being laid off who has sufficient seniority may be able to move into any job for which he/she is qualified.

- (b) Re-employment of the working force shall be in accordance with the seniority provisions of this article.

3. Any employee shall lose seniority if he/she:

- (a) Quits
- (b) Is discharged for just cause.

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- (c) Is absent for three (3) consecutive work days without notifying his/her supervisor.

- (d) Does not return to work after the expiration of a leave of absence or vacation, except for good cause and has promptly notified the Company of such cause.

- (e) Is laid off for the length of the employee's continuous service or twelve (12) months, whichever is less.

4. If an employee is transferred out of the bargaining unit and returns within six (6) months, he/she shall return with his/her seniority.

5. Any questions concerning seniority rights of an employee shall be jointly worked out by the Company and the Union through the Grievance Procedure.

6. A seniority list shall be furnished to the Union every (3) three months.

7. Employees being recalled from lay-off shall be notified by Certified Mail to their last known address on the Company's records. Failure to return from layoff in three (3) working days from receipt of the recall letter shall result in termination. It shall be the employee's responsibility to keep the Company advised of their current address.

ARTICLE 16.

PROMOTIONS AND JOB ASSIGNMENTS

1. Open jobs shall be posted on the bulletin board for a period of five (5) working days for bid. An employee selected for an open job must be available immediately to fill the job.
2. Open jobs shall be filled by the bidding procedure. Such assignment is to be

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awarded to the senior qualified bidder. If the employee fails to qualify on the new assignment or desires to voluntarily relinquish the new assignment during the training period set for the job (1-4 weeks) on the bid sheet, he is to return to his former job and rate of pay.

3. If no one bids on the open job, then the Company will assign the least senior employee or hire a new employee.

4. (a) Employees shall be eligible to bid on only one job posting at any one time.

(b) Employees awarded a job as a result of a lateral or down bid will not be eligible to bid again for twelve months.

5. An employee who is a successful bidder shall not be eligible to bid on any other open job for a period of six months.

ARTICLE 17.

WAGE AND EFFECTIVE DATES

1. Wage Increases:

(a) Effective 6/25/01, all employees on the payroll as of 4/22/01 shall receive \$6.50 an hour or a \$0.50 increase over their 4/22 wages, whichever is greater.

(b) On the date set forth below, all employees who have completed their probation period shall receive the following wage increases:

- (i) 10/1/01: \$0.25
- (ii) 6/25/02: \$0.50
- (iii) 6/25/03: \$0.50

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2. General Workers--Hire Rates, Base Rates and Progressions:

(a) All employees except truck drivers shall be hired at \$6.00 an hour.

(b) All employees except truck drivers shall receive a fifteen cent (\$0.15) wage increase upon successful completion of their probation period.

They shall receive \$0.15 progression wage increases after each three

(3) month period thereafter until they reach the base rate. Progression wage increases are in addition to the wage increases in Paragraph 1.

(c) The base rate shall be:

(i) Effective 6/25/01: \$7.00

(ii) Effective 6/25/02: \$7.25

(iii) Effective 6/25/03: \$7.50

3. Scale Operators:

(a) Scale Operators shall have the same hire rate and progression raises as general workers.

(b) The base rate for Scale Operators shall be:

(i) Effective 6/25/01: \$7.25

(ii) Effective 6/25/02: \$7.50

(iii) Effective 6/25/03: \$7.75

4. Tunnel Operators/Dryers:

(a) After completing 60 days as a tunnel operator or dryer, an employee

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shall receive at least \$7.00.

(b) The base rate for tunnel operators and dryers shall be:

- (i) Effective 6/25/01: \$7.50
- (ii) Effective 6/25/02: \$7.75
- (iii) Effective 6/25/03: \$8.00

5. Truck Drivers:

(a) Hire rates shall be;

- (i) Drivers of straight trucks: \$9.50
- (ii) Drivers of tractor-trailers: \$12.00

(b) Truck drivers shall receive thirty cent (\$0.30) progression increases at the end of their probation period and every three (3) months thereafter until they reach the base rate.

(c) The base rate for drivers of straight trucks shall be:

- (i) Effective 6/25/01: \$10.25
- (ii) Effective 6/25/02: \$10.50
- (iii) Effective 6/25/03: \$10.75

(d) The base rate for drivers of tractor-trailers shall be:

- (i) Effective 6/25/01: \$13.50
- (ii) Effective 6/25/02: \$13.75
- (iii) Effective 6/25/03: \$14.00

6. When an employee is temporarily transferred from one job classification to another

with a higher rate of pay, the higher rate shall be paid for the full day that the employee spends on such classification so long as over one hour is spent at the higher job classification.

7. The Company will make available employee paychecks no later than the time they punch out for lunch on Friday.

ARTICLE 18.

VACATIONS

1. Service requirements (1500 hours worked between January 1 of any year and December 31 of the same year).

- a) After one (1) year of continuous service, an Employee receives one (1) week (forty (40) hours) at straight time pay for paid vacation.
- b) After three (3) full years of continuous service, an Employee receives two (2) weeks (eighty (80) hours) at straight time pay.
- c) After ten (10) full years continuous service - three (3) weeks (one hundred-twenty (120) hours) at straight time pay.
- d) After eighteen (18) full years of continuous service - four (4) weeks (one hundred-sixty (160) hours) at straight time pay.

2. Other consideration for vacations provided employee has worked 1500 hours during previous year.

- (a) Employed less than one (1) full year as of December 31 - one (1) week [forty (40) hrs] at straight time pay at first anniversary date.
- (b) Employed less than three (3) years as of December 31-

7. Hours lost due to serving on the jury or as a court witness upon being summoned, on-the-job injury, time off for Union business, vacations, and holidays will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualifications for a period not to exceed twelve (12) months.

It is also agreed, if any employee is granted a leave of absence for illness (leave to be supported by a signed statement from the employee's physician) the hours lost will be computed as hours worked (not to exceed forty (40) hours per week, for a period not to exceed sixty (60) calendar days) and shall be applied to vacation hours qualifications only.

8. An employee having completed one (1) year of service leaving the service of the Company for any reason other than dishonesty (theft, falsifying documents/statements) shall receive vacation pay on a pro rata basis dated from January 1.

9. He shall receive such vacation pay in his final paycheck.

10. Any employee taking vacations during a week in which a contractual holiday occurs shall receive one (1) additional day's pay or one (1) additional vacation day off at employee's option. Such additional day off may not be taken the week prior to or the week after the holiday week. Such employee election must be made at the time of vacation selection.

11. Employees with three or more weeks of vacation may elect to designate at the time of the annual vacation bid one (1) week of vacation to be used in daily increments as personal days.

(a) Personal Day selection shall be by prior agreement between employee and supervisor. Seniority shall prevail in cases of conflicting interest.

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second week of vacation [forty (40) hours] at straight time pay after their third anniversary.

(c) Employed less than ten (10) full years as of December 31-

third week of vacation [forty (40) hours] at straight time pay after their tenth anniversary.

(d) Employed less than eighteen (18) full years as of December 31-

fourth week of vacation [forty (40) hours] at straight time pay after their eighteenth anniversary.

3. Employees qualifying for a third week and/or fourth week of vacation shall be permitted a choice of:

(a) Accepting pay for the third and/or fourth week of vacation and continue working.

(b) Taking a third and/or fourth week of vacation.

4. When requested by the eligible employee, vacation pay shall be in advance if one week's notice is given.

5. Vacations shall be taken from January 1st to December 31 of each year and shall be scheduled according to seniority, with the number of employees who may take vacation at the same time to be determined by the Company.

6. Vacations will not be declined because of an intervening holiday but the Company may schedule a small number of employees for vacations during such periods.

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- (b) The above is not to interfere with employees who are scheduled for vacation under other provisions outlined in this Article.

ARTICLE 19.

UNPAID LEAVE

1. Employees shall be granted a leave of absence for a period up to six (6) months for inability to work due to illness or for other reasonable and just cause. Where reasonable or just cause is shown or the employee is on sick leave and presents a written statement signed by his physician, stating the employee is unable to return to work, the employee may receive a maximum of two extensions, not to exceed three (3) months each, without loss of seniority.

- (a) Leave of absences are to be in writing, with one copy for the Company, a copy for the Union, and a copy to be retained by the employee. If an employee, while on a medical leave of absence, accepts other employment, without written permission of the Company, his employment shall cease effective the last day worked.

- (b) If the leave of absence is for on-the-job injury, it shall continue until the employee is found to be, by a competent physician, able to return to work or incapacitated for further work for a period not to exceed twelve (12) months from date of injury.

- (c) An employee who timely returns from a leave of absence will retain their seniority and return to the same job and shift with the appropriate pay rate for that job provided the employee is able to perform the job and as their

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seniority would provide

2. Military leave shall be granted as provided by law.
3. Special Leave: Employees covered by this contract shall be eligible for a special leave for Union organizing purposes in the laundry and linen supply industries. Requests for such leave shall be given to the Company seven (7) days before the leave is scheduled to begin unless the Company determines such notice will interrupt production in which event a twenty one day notice will be required. No more than three (3) employees may be on such special leave at one time. No such special leave may exceed one hundred eighty (180) days. Any employee on such special leave must be mutually agreed upon by management and the Union. During such special leave, the Company will continue the seniority of the employee on leave and the accrual of benefits based on seniority. The Company shall have no obligation to pay wages, pension contributions, insurance plan costs, holidays or other paid leaves beyond thirty (30) days of such leave. Any such payments, costs and contributions made shall be reimbursed to the Company by the Union.

ARTICLE 20.

HEALTH INSURANCE BENEFITS

1. The Company shall contribute to the Amalgamated Cotton Garment and Allied Industries Fund in accordance with the Supplemental Agreement attached hereto as Appendix "A" to provide medical, life and disability insurance for employees.
2. The Company shall contribute for eligible employees. Employees are eligible if they are full-time employees, that is they are regularly scheduled for thirty (30) hours or more a week, and have five (5) months or more of continuous service.
3. The Company contribution shall begin for the month of September 2001, with the

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first payment due in October 2001.

4. Medical insurance for the employee shall be with no weekly co-premium.
Employees who choose coverage for family members shall have the following weekly co-

premiums:

Employee and Dependents:	\$14.50
Employee and Spouse:	\$19.00
Employee, Spouse and Dependents:	\$22.00

ARTICLE 21.

RETIREMENT PLAN

The Company shall be become a participating company in the Textile Workers Pension Fund, National Plan Sub-Fund, (hereinafter called the "Fund" effective October 1, 2001 (first payment due November 2001)). Terms of such participation shall be in accordance with the memorandum of agreement herein attached. Eligible employees are defined as in Article 20.

ARTICLE 22.

GRIEVANCE PROCEDURE & ARBITRATION

1. (a) For the purpose of this Agreement a grievance is defined as meaning any dispute that may arise between an employee and the Company, or between the Union and the Company respecting the interpretation, application, or alleged violation of any of the terms of this contract.
- (b) In order for grievances to be recognized they must be presented within 10 working days of their occurrence and according to the following

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procedures:

Step 1: The employee and the steward (at the employee's option) shall discuss the grievance with their supervisor within ten (10) working days of the occurrence of the violation.

Step 2: If the grievance is not resolved at Step 1, it shall be presented to the Plant Manager within five (5) working days following the discussion at Step 1. The employee, the steward, and the Local Union president or business agent and the Plant Manager shall meet to discuss the matter within three (3) working days.

Step 3: In the event the grievance is not resolved at Step 2, the Union and the Company shall designate representatives to resolve the matter. A request for a Step 3 meeting must be made by the Union, in writing, within ten (10) working days of the Company's written answer at Step 2. The Company shall give its answer, in writing, within seven (7) working days following the Step 3 meeting unless such deadlines are extended by mutual agreement.

(c) Grievances in Steps 1 and 2 above will be discussed before or after working hours at such times as will not interfere with production.

Grievance meetings in Step 3 will be held as a result of arrangements between the Union Representative and the appropriate Company representative.

(d) It is understood and agreed that each grievance shall be considered a separate matter, except that grievances arising out of an identical set of facts or the same incident involving more than one person shall be treated as a single, joint grievance, otherwise, each grievance shall be considered a separate and distinct grievance and shall be handled separately and distinctly.

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and/or discharged.

2. Arbitration Procedure

In the event that a grievance has not been settled at Step 3, the Union may within thirty (30) calendar days of the Company's final answer at Step 3, notify the Company of its intent to submit such grievance to arbitration. The arbitrator shall be selected from a list of Charles Feigenbaum, Andrew Strongin and M. David Vaughn, or a mutually acceptable arbitrator in alphabetical order. If no written request for arbitration is made within the thirty (30) calendar day period provided herein, the grievance shall be barred from arbitration and from further consideration.

The Arbitrator shall set a hearing at an appropriate time and place and shall hear such evidence and the testimony and consider such matters as may be material, and shall as promptly as possible reach a decision.

The Arbitrator shall not have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The decision of the arbitrator shall be in writing and such decision shall be final and binding upon the parties.

Each party shall be responsible for one-half (1/2) the expenses and fees of the Arbitrator designated under this Article.

ARTICLE 23.

STRIKE AND LOCKOUT

The Company and the Union agree that there will be no strike, walk-out, slow-down, or work stoppage or sympathy strike by the employees, or any lockout by the Company throughout the entire period of this Agreement or any renewal or extension thereof. It is further agreed that if any employee or employees engage in a strike, walk out, slow down, stoppage, work stoppage, or sympathy strike, such employee and those participating with him/her may be disciplined

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ARTICLE 24.

FAIR EMPLOYMENT PRACTICES AND EQUAL OPPORTUNITIES

There shall be no discrimination by either the Company or the Union against any employee because of race, creed, color, sex, religion, political beliefs, sexual orientation, age, national origin, handicap, veteran status, employees with a disability under the Americans with Disabilities Act or FMLA, in the administration of this Agreement. The Company agrees not to discriminate against employees on account of membership in the Union or lawful activities on behalf of the Union.

The Company, the Union and the Employees will treat one another with dignity and respect.

ARTICLE 25.

LEGALITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reasons of any existing or subsequently enacted legislation or by decree or a court of competent jurisdiction or an unfair labor practice by final decision of the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to impair or abridge the right of either party hereto to appeal the court decree or decisions of the National Labor Relations Board.

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ARTICLE 26.

BARGAINING UNIT WORK

Supervisors and other non-bargaining unit employees will not perform bargaining unit work except:

- (a) When there are no unit employees available to perform the work needed.

When such is necessary for the purpose of instruction and/or training of personnel.

- (b) In cases of emergency.

ARTICLE 27.

VAN SERVICE

Company will maintain current level of van service. If more employees wish to use the vans than space is available, then most senior employees have preference.

ARTICLE 28.

STANDARDS PROCEDURE

The Union shall have the option to study any standards that may be changed or introduced after the effective date of the Agreement within a period of six (6) months from the date of installation, with an engineer of their choice, who shall be accompanied by the Company's Engineer. Failure to agree, the issue shall be submitted to arbitration, before a mutually acceptable arbitrator who is an industrial engineer or otherwise an arbitrator in Article 22.

The Union shall have the same option regarding any current standard providing the Union exercises this option not later than six (6) months following the effective date of this Agreement.

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ARTICLE 29.

RECOGNITION OF OTHER UNITS

The Company will recognize the Union as the exclusive legal collective bargaining agent for any unorganized bargaining unit at any other location of the Company in which the Union obtains and demonstrates that it has authorization cards from a majority of the employees in that unit designating it as the exclusive collective bargaining agent. Upon notice from the Union, the Company shall agree to a card check by a neutral third party mutually agreeable to the Company and the Union. The Company, its supervisors and other agents shall remain neutral during any such organizing campaign.

ARTICLE 30.

AMENDMENTS AND SUPPLEMENTS

Amendments or supplements to the Agreement shall be by mutual agreement of the parties hereto, shall be reduced to writing, and shall be executed on behalf of the parties hereto. Any written amendments or supplements which may be agreed upon shall become and be a part of this Agreement, unless otherwise expressly provided in such amendments or supplements.

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ARTICLE 31.

DURATION OF CONTRACT

This Agreement shall become effective, June 25, 2001, and shall remain in effect until midnight June 24, 2004, and for successive periods of one year thereafter, unless written notice of a desire to change, modify, or terminate this Agreement is given by either party to the other at least sixty (60) days prior to June 24, 2004.

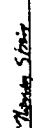
Executed this ____ day of January, 2002.

MID-ATLANTIC REGIONAL JOINT BOARD, UNITED



Harold Bock, Manager

UP TO DATE LAUNDRY, INC.

By: 

Nancy Stair, CEO